

ELECTRONICALLY FILED
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CLERK OF COURT

IN THE CIRCUIT/CHANCERY COURT OF SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

LABERTHA MILTON

Plaintiff,

Docket No. _____

v.

JURY DEMANDED

DELVIN RUSSELL and
LYFT, INC.

Defendants,

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff, LABERTHA MILTON, (hereinafter "Plaintiff"), by and through her attorneys, P. Craig Grinstead of the Grinstead Law Firm, PLLC, and James King, Jr., of Eskins, King and Marney PC, for her Complaint against Defendant, DELVIN RUSSELL (hereinafter "Defendant"), states as follows:

PARTIES

1. Plaintiff is an adult resident of Memphis, Shelby County, Tennessee.
2. Defendant, DELVIN RUSSELL upon information and belief is an adult resident of Memphis, Shelby County, Tennessee and whose address is 8925 Turnberry Place, Memphis TN 38125.
3. Defendant, LYFT, INC., is a Delaware based corporation and whose registered agent of service is CT Corporation System located at 300 Montvue Rd., Knoxville, TN 37919.



JURISDICTION AND VENUE

4. This is a cause of action arising in tort and brought on behalf of the Plaintiff, LABERTHA MILTON, for personal injuries, pain and suffering, and medical expenses incurred that directly and proximately resulted from injuries sustained by Plaintiff as a result of Defendant's negligence on or about August 19, 2018 in Shelby County, Tennessee.

5. This Court has jurisdiction and is the proper venue for this action pursuant to Tennessee Code Annotated §16-11-101 through 103 and §20-4-101.

FACTS AND ACT OF NEGLIGENCE

6. On or about August 19, 2018, Plaintiff was traveling as a passenger/customer in The car driven by Defendant DELVIN RUSSELL while acting as an employee agent for Defendant, LYFT, INC.

7. Suddenly and without warning, Defendant, DELVIN RUSSELL, driving in a reckless and negligent manner, attempted to make an illegal left hand turn in front of an oncoming vehicle and causing the two vehicles to violently collide. The negligence of Defendant, DELVIN RUSSELL, is imputed on Defendant, LYFT, INC. under the doctrine of Respondeat Superior.

CAUSES OF ACTION

8. Plaintiff re-alleges and incorporates by reference the allegations contained in Paragraphs 1-7 above as if set forth verbatim.

9. Defendant DELVIN RUSSELL was negligent in the following respects:

- a. Failing to keep a proper lookout;
- b. In operating his vehicle in a reckless manner;

- c. In having total disregard for life and safety for the plaintiff and others who were traveling on the roadways;
- d. Failing to maintain proper control of his vehicle;
- e. In Failing to yield the right-of-way;
- f. In failing to take proper evasive action to avoid a collision with the other vehicle;

10. The defendants violated the following statutes:

- a. T.C.A. §55-10-205 Reckless Driving;
- b. T.C.A. §55-8-103 Required obedience to traffic laws;
- c. T.C.A. §55-8-136 Failure to exercise due care by failing to maintain proper control of vehicle;

11. Defendant DELVIN RUSSELL violated the following ordinances of the City of Memphis which were in full force and effect at the time of the accident:

- a. Section 11-16-2 Duty to devote full time and attention to operating vehicle;
- b. Section 11-16-3 Duty to drive safe speed, maintain lookout and keep vehicle under control;
- c. Section 11-16-37 Right of way when traffic signal.

12. Defendant LYFT, INC employed defendant driver, DELVIN RUSSELL who was acting in the course and scope of his employment with LYFT, INC., while driving Plaintiff as a passenger/customer, and therefore vicariously liable in that, at the time of the injury, the vehicle was being used in furtherance business of LYFT, INC., with the authority and knowledge, express or implied, of defendant LYFT, INC. Each and every act of negligence, both common law and statutory, hereinbefore charged against Defendant DELVIN RUSSEEL are imputed to

the Defendant LYFT INC., and thereby liable under the Tennessee doctrine of Respondeat Superior for the damages to Plaintiff. LYFT INC., was negligent for entrusting said business practice to DELVIN RUSSELL, who was a driver not competent and who was negligent. Plaintiff relies upon Tenn. Code Ann §55-10-311 and §55-10-312 for further proof that the vehicle driven by Defendant DELVIN RUSSELL, as an agent/employee to Defendant LYFT INC., and as an agent/employee operating with authority, consent and knowledge of Defendant LYFT INC., said vehicle was used to the benefit of the employer, Defendant LYFT INC..

PROXIMATE CAUSE

13. The negligence of both defendants was the direct and proximate cause of the Accident, resulting injuries and damages to the Plaintiff.

DAMAGES

14. As a direct and proximate result of the negligence of the Defendants, the Plaintiff, LABERTHA MILTON, seeks monetary damages from the Defendants for the following injuries:

- a. Severe and painful injuries, either caused, precipitated, and/or aggravated by the wrongs complained of;
- b. Great fright and shock;
- c. Inability to enjoy the normal pleasures of life;
- d. Medical bills;
- e. Loss wages and diminished earning capacity; and
- f. Plaintiff has incurred medical bills to date in the amount of \$72,212.93 and are attached hereto pursuant to T.C.A. § 24-5-113 (a)(1).

15. Plaintiff state that she will more than likely require future medical treatment and incur additional medical bills for treatment of ongoing injuries.

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands judgment against the Defendants for actual and compensatory damages in the amount \$1,000,000.00 together with all expenses and costs associated therein.

FURTHER, Plaintiff demands such other relief as may be deemed just and proper.

PLAINTIFF DEMANDS A JURY TO TRY THE ISSUES WHEN JOINED.

Respectfully submitted,

THE GRINSTEAD LAW FIRM, PLLC

By: 

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ESKINS, KING & MARNEY, PC

By: 

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Fax. (901) 578-8690
jking@eskinsking.com

12/19/2018 12:54 PM FAX 901 522 2644 Semmes Muphey

003/003

Patient Ledger - Detailed

Patient ID: 225554

Birthdate: [REDACTED]

Phone 1: [REDACTED]

Phone 2: [REDACTED]

Labertha R Milton
1998 Lenox Port Apartment 2
Memphis TN 38116

Total Charges:	\$4,815.00
Total Payments:	\$3,714.30
Total Adjustments:	\$1,100.70
Insurance Balance:	\$0.00
Patient Balance:	\$0.00

Visit DOS	Visit DOE	Company	Provider	Facility	Ticket Number	Check #	Units	Charge	Payment	Adjustment	Insurance	Patient
Procedure DOS	DOE	Code	Modifiers	Description								
08/20/2018	08/27/2018	Semmes Murphey Clinic	Eljovich MD, Lucas	Baptist Memorial Hospital IH	016X088024							
Current Insurance Carrier: BlueCare												
08/20/2018-08/20/2018	08/27/2018	Filed HCFA to BlueCare for \$90.00										
	08/27/2018	99231	25	Subsequent hospital care, per day			1.00	\$90.00				
	09/10/2018	BCBS Tennessee		Contractual		201809071070045400			\$0.00	(\$36.83)		
	09/10/2018	BCBS Tennessee		Payment		201809071070045400			(\$51.17)	\$0.00		
Visit Total/Balance Due								\$90.00	(\$51.17)	(\$38.83)	\$0.00	\$0.00
08/20/2018	09/05/2018	Semmes Murphey Clinic	Arthur MD, Adam S	Baptist Memorial Hospital IH	016X088332							
Current Insurance Carrier: BlueCare												
08/20/2018-08/20/2018	09/05/2018	Filed HCFA to BlueCare for \$170.00										
	09/05/2018	99251		Inpatient consultation for a new o			1.00	\$170.00				
	09/14/2018	BCBS Tennessee		Contractual		201809141050007000			\$0.00	(\$105.35)		
	09/14/2018	BCBS Tennessee		Payment		201809141050007000			(\$64.15)	\$0.00		
Visit Total/Balance Due								\$170.00	(\$64.15)	(\$105.85)	\$0.00	\$0.00
08/20/2018	09/20/2018	Semmes Murphey Clinic	Eljovich MD, Lucas	Baptist Memorial Hospital IH	016X088615							
Current Insurance Carrier: BlueCare												
08/20/2018-08/20/2018	09/24/2018	Filed HCFA to BlueCare for \$4270.00										
	09/20/2018	36224	50	Unilateral selective catheterizatio			1.00	\$1,930.00				
	10/05/2018	BCBS Tennessee		Contractual		201810051100009500			\$0.00	\$0.00		
	10/05/2018	BCBS Tennessee		Payment		201810051100009500			(\$1,930.00)	\$0.00		
08/20/2018-08/20/2018	09/20/2018	36226	51	Unilateral selective catheterizatio			1.00	\$965.00				
	10/05/2018	BCBS Tennessee		Contractual		201810051100009500			(\$965.00)	\$0.00		
	10/05/2018	BCBS Tennessee		Payment		201810051100009500			\$0.00	\$0.00		
08/20/2018-08/20/2018	09/20/2018	36227	50	Unilateral selective catheterizatio			1.00	\$1,220.00				
	10/05/2018	BCBS Tennessee		Contractual		201810051100009500			\$0.00	(\$738.71)		
	10/05/2018	BCBS Tennessee		Payment		201810051100009500			(\$481.29)	\$0.00		
08/20/2018-08/20/2018	09/20/2018	99152		Moderate Sedation, same physic			1.00	\$155.00				
	10/05/2018	BCBS Tennessee		Contractual		201810051100009500			(\$84.58)	\$0.00		
	10/05/2018	BCBS Tennessee		Payment		201810051100009500			\$0.00	(\$90.42)		
Visit Total/Balance Due								\$4,270.00	(\$3,440.87)	(\$829.13)	\$0.00	\$0.00
08/20/2018	09/20/2018	Semmes Murphey Clinic	Torabi MD, Radmehr	Baptist Memorial Hospital IH	016X088616							
Current Insurance Carrier: BlueCare												
08/20/2018-08/20/2018	09/20/2018	36224	50	Unilateral selective catheterizatio			1.00	\$0.00				
08/20/2018-08/20/2018	09/20/2018	36226	51	Unilateral selective catheterizatio			1.00	\$0.00				
08/20/2018-08/20/2018	09/20/2018	36227	50	Unilateral selective catheterizatio			1.00	\$0.00				
08/20/2018-08/20/2018	09/20/2018	99152		Moderate Sedation, same physic			1.00	\$0.00				
Visit Total/Balance Due								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/19/2018	10/03/2018	Semmes Murphey Clinic	Eljovich MD, Lucas	SMC Humphreys Office	003X809832							
Current Insurance Carrier: BlueCare												
09/19/2018-09/19/2018	10/03/2018	Filed HCFA to BlueCare for \$285.00										
	10/03/2018	99243		Office consultation for a new or e			1.00	\$285.00				
	10/12/2018	BCBS Tennessee		Contractual		201810121060000400			\$0.00	(\$126.85)		
	10/12/2018	BCBS Tennessee		Payment		201810121060000400			(\$158.11)	\$0.00		
09/19/2018-09/19/2018	10/03/2018	G8427		Doc current meds by prov			1.00	\$0.00				
09/19/2018-09/19/2018	10/03/2018	4004F		Patient screened for tobacco use			1.00	\$0.00				
09/19/2018-09/19/2018	10/03/2018	G8753		Most recent systolic blood press			1.00	\$0.00				
09/19/2018-09/19/2018	10/03/2018	G8755		Most recent diastolic blood press			1.00	\$0.00				
09/19/2018-09/19/2018	10/03/2018	G8417		Calculated BMI above the upper f			1.00	\$0.00				
Visit Total/Balance Due								\$285.00	(\$158.11)	(\$126.89)	\$0.00	\$0.00
Selected Visit Totals								\$4,815.00	(\$3,714.30)	(\$1,100.70)	\$0.00	\$0.00

03/26/2019 TUE 9:20 FAX 901 522 2644 Semmes Murphey

003/003

Patient Ledger - Detailed

Patient ID:
Birthdate:
Phone 1:
Phone 2:

225004

Lebertha R Millan
5811 Highway Rd
Marion AR 72384

Total Charges	\$9,160.00
Total Payments:	\$158.11
Total Adjustments:	\$126.89
Insurance Balance:	\$8,875.00
Patient Balance:	\$0.00

Visit DOS	Visit DOE	Company	Provider	Facility	Ticket Number	Check #	Units	Charge	Payment	Adjustment	Insurance	Patient
Procedure DOS	DOE	Code	Modifiers	Description								
01/15/2019	01/17/2019	Semmes Murphey Clinic	Holt MD, Daniel A	SMC Humphreys Office	003X831337							
Current Insurance Carrier: BlueCare												
01/15/2019-01/15/2019	01/17/2019	09243		Filed HCFA to BlueCare for \$205.00								
	02/01/2019	HCBS Tennessee		Office consultation for a new or e			1.00	\$205.00				
	02/01/2019	DCBS Tennessee		Contractual		20190201104001511K			\$0.00	(\$126.89)	\$0.00	\$0.00
01/15/2019-01/15/2019	01/17/2019	08483		Payment		20190201104001511Q			(\$158.11)	\$0.00		
01/15/2019-01/15/2019	01/17/2019	08420		Influenza immunization was not o			1.00	\$0.00				
01/15/2019-01/15/2019	01/17/2019	08783		Calculated BMI within normal par.			1.00	\$0.00			\$0.00	\$0.00
				Weight pressure screening perfor			1.00	\$0.00			\$0.00	\$0.00
				Visit Total/Balance Due				\$285.00	(\$158.11)	(\$126.89)	\$0.00	\$0.00
02/18/2019	02/27/2019	Semmes Murphey Clinic	Holt MD, Daniel A	Baptist Memorial Hospital IH	010X091936							
Current Insurance Carrier: BlueCare												
02/10/2019-02/18/2019	02/27/2019	64000		Filed HCFA to BlueCare for \$8,875.00								
	02/27/2019	64000		Indirect bypass-encephalindur			1.00	\$7,100.00			\$7,100.00	\$0.00
02/18/2019-02/18/2019	02/27/2019	68980		Microsurgical techniques, requir			1.00	\$1,775.00			\$1,775.00	\$0.00
02/18/2019-02/18/2019	02/27/2019	68107		First or Second Generation Cephi			1.00	\$0.00			\$0.00	\$0.00
02/18/2019-02/18/2019	02/27/2019	4044F		Documentation that an order was			1.00	\$0.00			\$0.00	\$0.00
				Visit Total/Balance Due				\$8,875.00	\$0.00	\$0.00	\$8,875.00	\$0.00
03/04/2019	03/08/2019	Semmes Murphey Clinic	Holt MD, Daniel A	SMC Humphreys Office	003X840769							
Current Insurance Carrier: BlueCare												
03/04/2019-03/04/2019	03/08/2019	99024		Postoperative follow-up visit, inc			1.00	\$0.00			\$0.00	\$0.00
				Visit Total/Balance Due				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				Selected Visit Totals				\$9,160.00	(\$158.11)	(\$126.89)	\$8,875.00	\$0.00



Baptist Memorial Hospital – Memphis
 965 Ridge Lake Boulevard, Suite 300
 Memphis, TN 38120
 Telephone Number: (901) 227-5433 or (800) 411-5433
 Fax Number: (901) 227-5434 or (901) 227-5435

Labertha S Milton
 1539 LOCUS STREET
 MEMPHIS, TN 38108

Guarantor ID: 110029

Visit Coverages:
 Bluecare - Bluecare

This is not a bill. This is an itemization of your hospital services for:

Patient: Milton, Labertha S
 Hospital Account: 2102428375

Admission Date: 02/06/19
 Discharge Date: 02/06/19

Charges

Service Date	Rev Code	Ext Px Code	Description	Qty	Amount
02/06/2019	0300	3000000004	BASIC METABOLIC PANEL	1	515.00
02/06/2019	0300	3000000553	CBC WITH DIFF	1	135.00
02/06/2019	0300	3000000611	PROTHROMBIN TIME	1	164.00
02/06/2019	0300	3000000621	PTT	1	131.00
02/06/2019	0300	3000000968	ANTIBODY SCREEN GEL	1	279.00
02/06/2019	0300	3000000985	ABO GROUP ONLY	1	261.00
02/06/2019	0300	3000000987	RH TYPE ONLY	1	234.00
02/06/2019	0300	3000001270	VENIPUNCTURE	1	32.00
02/06/2019	0320	3200000289	HC XR CHEST 2 VWS	1	362.00
Total charges:					2,113.00

Payments and Adjustments

Date	Description	Amount
02/25/19	Bluecare Payments	-148.76
02/25/19	Bluecare Adjustments	-1,964.24
Total payments and adjustments:		-2,113.00

Current Hospital Account Balance: \$0.00



Baptist Memorial Hospital – Memphis
965 Ridge Lake Boulevard, Suite 300
Memphis, TN 38120

Telephone Number: (901) 227-5433 or (800) 411-5433
Fax Number: (901) 227-5434 or (901) 227-5435

Labertha S Milton
1539 LOCUS STREET
MEMPHIS, TN 38108

Guarantor ID: 110029

Visit Coverages:
Bluecare - Bluecare

This is not a bill. This is an itemization of your hospital services for:

Patient: Milton, Labertha S
Hospital Account: 2102414247

Admission Date: 02/18/19
Discharge Date: 02/22/19

Charges

Service Date	Rev Code	Ext Px Code	Description	Qty	Amount
02/18/2019	0200	2000000001	HC ICU BED PRIVATE RC 200	1	4,114.00
02/18/2019	0250	2500000001	BACITRACIN 50,000 UNIT SOLR	1	34.73
02/18/2019	0250	2500000001	GELATIN ABSORBABLE POWD 1 G PACKET	1	59.90
02/18/2019	0250	2500000001	GELATIN ADSORBABLE 100 SPGE	1	50.30
02/18/2019	0250	2500000001	ISOFLURANE 99.9 % LIQD	1	11.38
02/18/2019	0250	2500000001	KETAMINE 50 MG/ML SOLN	1	3.41
02/18/2019	0250	2500000001	LABETALOL 20 MG/4 ML (5 MG/ML) SYRG 4 ML SYRINGE	1	31.80
02/18/2019	0250	2500000001	NICARDIPINE IN NS 40 MG/200 ML PGBK	1	945.00
02/18/2019	0250	2500000001	REMIFENTANIL 1 MG SOLR 1 EACH VIAL	2	1,342.55
02/18/2019	0250	2500000001	REMIFENTANIL 1 MG SOLR 1 EACH VIAL	2	1,342.55
02/18/2019	0250	2500000001	ROCURONIUM 10 MG/ML SOLN	1	31.24
02/18/2019	0250	2500000001	ROCURONIUM 10 MG/ML SOLN	1	31.24
02/18/2019	0250	2500000001	SURGICEL 4X8 1 EACH	1	188.80
02/18/2019	0250	2500000001	THROMBIN - BOVINE 20,000 UNIT SOLR	2	974.88
02/18/2019	0258	2580000001	LACTATED RINGERS SOLP	1	138.00
02/18/2019	0258	2580000001	SODIUM CHLORIDE 0.9 % SOLP	1	138.00
02/18/2019	0258	2580000001	SODIUM CHLORIDE 0.9 % SOLP	1	138.00
02/18/2019	0258	2580000001	SODIUM CHLORIDE 0.9 % SOLP	1	138.00
02/18/2019	0258	2580000001	SODIUM CHLORIDE 0.9 % SOLP 250 ML BAG	1	126.50
02/18/2019	0258	2580000001	SODIUM CHLORIDE 0.9 % SOLP 50 ML BAG	1	43.70
02/18/2019	0258	2580000001	SODIUM CHLORIDE 0.9 % SOLP 50 ML BAG	1	43.70
02/18/2019	0258	2580000001	SODIUM CHLORIDE 0.9 % WITH KCL 20 MEQ 20 MEQ/L SOLP	1	92.00
02/18/2019	0270	2700000100	HC OXYGEN DAILY	1	479.00
02/18/2019	0272	2720000026	CATH 16FR FOLEY TEMP SENSING	1	121.00
02/18/2019	0272	2720000026	CLIP GUN CG8901	1	226.00
02/18/2019	0272	2720000026	CLIPPER GUN CLIP CM8902	1	60.00
02/18/2019	0272	2720000026	PERFORATOR CRANIAL DISP 14	1	620.00
02/18/2019	0272	2720000026	PIN MAYFIELD SKULL A1072	1	154.00
02/18/2019	0272	2720000026	PROBE DOPPLER DISP	1	596.00
02/18/2019	0272	2720000026	SUTURE 4-0 SILK TF BLK C084D	4	199.00

Guarantor #110029, Page 2 of 3

Service Date	Rev Code	Ext Px Code	Description	Qty	Amount
02/18/2019	0272	2720000026	SYSTEM BATTERY IQ	2	224.00
02/18/2019	0272	2720000026	TOOL DISSECTING 1.1 TAPER	1	339.00
02/18/2019	0272	2720000026	TOOL DISSECTING 2.3 TAPER	1	321.00
02/18/2019	0278	2780000002	PLATE 2-HOLE 01-7347	3	365.16
02/18/2019	0278	2780000002	SCREW SD X-DR 1.5 X 4 HT	6	902.09
02/18/2019	0300	3000000544	BETA HCG SERUM QUAL	1	263.00
02/18/2019	0300	3000000968	ANTIBODY SCREEN GEL	1	279.00
02/18/2019	0300	3000000985	ABO GROUP ONLY	1	261.00
02/18/2019	0300	3000000987	RH TYPE ONLY	1	234.00
02/18/2019	0300	3000001002	COMPUTER XM OK	1	279.00
02/18/2019	0300	3000001002	COMPUTER XM OK	1	279.00
02/18/2019	0300	3000001270	VENIPUNCTURE	1	32.00
02/18/2019	0360	3600000005	HC OR LEVEL THREE 1ST HOUR	1	6,455.00
02/18/2019	0360	3600000006	HC OR LEVEL THREE EA ADDL 1/4 HR	13	20,969.00
02/18/2019	0370	3700000009	HC ANESTHESIA GENERAL LEVEL TWO PER HR	5	2,985.00
02/18/2019	0636	6360000019	ACETAMINOPHEN INJ, 10 MG	100	195.00
02/18/2019	0636	6360000019	CEFAZOLIN INJ, 500 MG	4	9.86
02/18/2019	0636	6360000019	DEXAMETHASONE INJ, 1 MG	8	7.35
02/18/2019	0636	6360000019	FENTANYL INJ, 0.1 MG	1	3.30
02/18/2019	0636	6360000019	FENTANYL INJ, 0.1 MG	1	3.30
02/18/2019	0636	6360000019	FENTANYL INJ, 0.1 MG	1	3.30
02/18/2019	0636	6360000019	FENTANYL INJ, 0.1 MG	1	6.60
02/18/2019	0636	6360000019	GENTAMICIN INJ, 80 MG	1	22.37
02/18/2019	0636	6360000019	HYDROMORPHONE INJ, UP TO 4 MG	1	35.42
02/18/2019	0636	6360000019	HYDROMORPHONE INJ, UP TO 4 MG	1	35.42
02/18/2019	0636	6360000019	MIDAZOLAM INJ, 1 MG	2	7.53
02/18/2019	0636	6360000019	ONDANSETRON HCL INJ, 1 MG	4	3.20
02/18/2019	0636	6360000019	ONDANSETRON HCL INJ, 1 MG	4	3.20
02/18/2019	0636	6360000019	PHENYLEPHRINE INJ PER 10 MG	1	0.42
02/18/2019	0636	6360000019	PHENYLEPHRINE INJ PER 10 MG	2	48.47
02/18/2019	0636	6360000019	PROPOFOL INJ 10 MG	20	15.90
02/18/2019	0636	6360000019	SUCCINYLCHOLINE INJ PER 20 MG	5	493.05
02/18/2019	0710	7100000001	HC RECOVERY ROOM PER HR	2	1,612.00
02/19/2019	0110	1100000001	PRIVATE ROOM ACUTE CARE	1	1,282.00
02/19/2019	0258	2580000001	SODIUM CHLORIDE 0.9 % WITH KCL 20 MEQ 20 MEQ/L SOLP	1	92.00
02/19/2019	0258	2580000001	SODIUM CHLORIDE 0.9 % WITH KCL 20 MEQ 20 MEQ/L SOLP	1	92.00
02/19/2019	0300	3000000004	BASIC METABOLIC PANEL	1	515.00
02/19/2019	0300	3000000553	CBC WITH DIFF	1	135.00
02/19/2019	0300	3000001270	VENIPUNCTURE	1	32.00
02/19/2019	0636	6360000019	HEPARIN SODIUM INJ, 1000 UNITS	5	23.40
02/19/2019	0636	6360000019	HYDROMORPHONE INJ, UP TO 4 MG	1	35.42
02/19/2019	0636	6360000019	HYDROMORPHONE INJ, UP TO 4 MG	1	35.42
02/19/2019	0636	6360000019	HYDROMORPHONE INJ, UP TO 4 MG	1	35.42
02/19/2019	0636	6360000019	ONDANSETRON HCL INJ, 1 MG	4	3.96
02/19/2019	0636	6360000019	ONDANSETRON HCL INJ, 1 MG	4	3.96
02/19/2019	0636	6360000019	ONDANSETRON HCL INJ, 1 MG	4	3.96
02/19/2019	0636	6360000019	ONDANSETRON HCL INJ, 1 MG	4	3.96
02/19/2019	0637	6370000001	ATORVASTATIN 40 MG TAB	1	0.16
02/19/2019	0637	6370000001	LEVETIRACETAM 500 MG TAB	1	0.11
02/19/2019	0637	6370000001	SENNA-DOCUSATE 8.6-50 MG TAB	1	0.03
02/20/2019	0110	1100000001	PRIVATE ROOM ACUTE CARE	1	1,282.00
02/20/2019	0636	6360000019	HEPARIN SODIUM INJ, 1000 UNITS	5	6.46
02/20/2019	0636	6360000019	HEPARIN SODIUM INJ, 1000 UNITS	5	6.46
02/20/2019	0636	6360000019	HEPARIN SODIUM INJ, 1000 UNITS	5	6.46
02/20/2019	0636	6360000019	HYDROMORPHONE INJ, UP TO 4 MG	1	35.42
02/20/2019	0636	6360000019	HYDROMORPHONE INJ, UP TO 4 MG	1	35.42
02/20/2019	0636	6360000019	HYDROMORPHONE INJ, UP TO 4 MG	1	35.42
02/20/2019	0636	6360000019	ONDANSETRON HCL INJ, 1 MG	4	3.96
02/20/2019	0636	6360000019	ONDANSETRON HCL INJ, 1 MG	4	3.96

Guarantor #110029, Page 3 of 3

Service Date	Rev Code	Ext Px Code	Description	Qty	Amount
02/20/2019	0636	6360000019	ONDANSETRON HCL INJ, 1 MG	4	3.96
02/20/2019	0637	6370000001	ATORVASTATIN 40 MG TAB	1	0.16
02/20/2019	0637	6370000001	LEVETIRACETAM 500 MG TAB	1	0.11
02/20/2019	0637	6370000001	LEVETIRACETAM 500 MG TAB	1	0.11
02/20/2019	0637	6370000001	POLYETHYLENE GLYCOL 17 GRAM PWP	1	1.03
02/20/2019	0637	6370000001	SENNA-DOCUSATE 8.6-50 MG TAB	1	0.03
02/21/2019	0110	1100000001	PRIVATE ROOM ACUTE CARE	1	0.03
02/21/2019	0424	4240000004	HC PT EVALUATION MOD COMPLEXITY 30 MIN	1	1,282.00
02/21/2019	0636	6360000019	HEPARIN SODIUM INJ, 1000 UNITS	5	693.00
02/21/2019	0636	6360000019	HEPARIN SODIUM INJ, 1000 UNITS	5	6.46
02/21/2019	0636	6360000019	HEPARIN SODIUM INJ, 1000 UNITS	5	6.46
02/21/2019	0636	6360000019	HEPARIN SODIUM INJ, 1000 UNITS	5	6.46
02/21/2019	0637	6370000001	ONDANSETRON HCL INJ, 1 MG	4	3.96
02/21/2019	0637	6370000001	ASPIRIN 81 MG CHEW	1	0.04
02/21/2019	0637	6370000001	ATORVASTATIN 40 MG TAB	1	0.16
02/21/2019	0637	6370000001	HYDROCODONE-ACETAMINOPHEN 5-325 MG TAB	1	5.10
02/21/2019	0637	6370000001	HYDROCODONE-ACETAMINOPHEN 5-325 MG TAB	1	5.10
02/21/2019	0637	6370000001	LEVETIRACETAM 500 MG TAB	1	0.11
02/21/2019	0637	6370000001	LEVETIRACETAM 500 MG TAB	1	0.11
02/21/2019	0637	6370000001	POLYETHYLENE GLYCOL 17 GRAM PWP	1	1.03
02/21/2019	0637	6370000001	SENNA-DOCUSATE 8.6-50 MG TAB	1	0.03
02/21/2019	0637	6370000001	SENNA-DOCUSATE 8.6-50 MG TAB	1	0.03
02/22/2019	0420	4200000023	HC PT EXERCISE I EA 15 MIN	1	0.03
02/22/2019	0420	4200000029	HC PT GAIT TRAINING I EA 15 MIN	1	157.00
02/22/2019	0434	4340000003	HC OT EVALUATION LOW COMPLEXITY 30 MIN	1	157.00
02/22/2019	0636	6360000019	HEPARIN SODIUM INJ, 1000 UNITS	1	693.00
02/22/2019	0637	6370000001	ASPIRIN 81 MG CHEW	5	5.16
02/22/2019	0637	6370000001	HYDROCODONE-ACETAMINOPHEN 5-325 MG TAB	1	0.04
02/22/2019	0637	6370000001	LEVETIRACETAM 500 MG TAB	1	5.10
02/22/2019	0637	6370000001	POLYETHYLENE GLYCOL 17 GRAM PWP	1	0.11
02/22/2019	0637	6370000001	SENNA-DOCUSATE 8.6-50 MG TAB	1	1.03
02/22/2019	0637	6370000001	SENNA-DOCUSATE 8.6-50 MG TAB	1	0.03
Total charges:					55,890.93

Payments and Adjustments

Date	Description	Amount
03/04/19	Bluecare Adjustments	-41,244.94
Total payments and adjustments:		-41,244.94

Current Hospital Account Balance: \$14,645.99

12/20/2018 THU 22:11 FAX

008/008

Summary View

Page 1 of 1

Patient: Milton, Labertha S **DOB:** [REDACTED] **Phone:** [REDACTED]
Address: 1998 MIMS CT, APT 2, Memphis, TN, US, 38116
Claim Date: 09/07/2018 **Encounter Date:** 09/05/2018
Provider: Faulk, Annalyse

Total Amount: \$ 294.00 **Payments/Adjustments:** \$ 294.00 **Balance:** \$ 0.00
Claim Number: 225378 **Filing Status:** Patient

ICD Codes:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CPT Codes:

Code	Modifiers	Start Dt	End Dt	POS	TOS	Unit Fee	Units	Billed Fee
99203 Office visit - new pt, level 3		09/05/2018	09/05/2018	11-OFFICE	1 -Medical Care	\$294.00	1.00	\$294.00
3008F Body Mass Index (BMI), documented (PV)		09/05/2018	09/05/2018	11-OFFICE	1 -Medical Care	\$0.00	1.00	\$0.00

Insurance:

Name	Group No	Subscriber No	Type	File Status
BlueCare MDD	125000	ZECM12139365	MC	

Payment:

From	Date	Type	Check No	Payment
BlueCare MDD	09/21/2018	Check	201809211110076700	\$75.29

Claim Data:

Symptom Indicator: No Symptom Date
Referring Provider: Green, Reginique NPI 1952401044

Claim Header:

Residence Type:
Student Status: Not a student
Employment Status: Unknown
Primary Insurance:
Claim Type: Medical

Claim Log:

09/10/2018 11:06 PM Electronic Submission to BlueCare MDD

(CIRCUIT/CHANCERY) COURT OF TENNESSEE
 140 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103
 FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

ELECTRONICALLY FILED
 2019 May 01 6:43 PM
 CLERK OF COURT

SUMMONS IN CIVIL ACTION

Docket No. _____

☒ Lawsuit
☐ Divorce

Ad Damnum \$ _____

LABERTHA MILTON

DEVIN RUSSELL and
 LYFT, INC.

VS

Plaintiff(s)

Defendant(s)

TO: (Name and Address of Defendant (One defendant per summons))

Method of Service:

DEVIN RUSSELL
 8925 Turnberry Place
 Memphis TN 38125

☐ Certified Mail
☒ Shelby County Sheriff
☐ Commissioner of Insurance (\$)
☐ Secretary of State (\$)
☐ Other TN County Sheriff (\$)
☐ Private Process Server
☐ Other

(\$ Attach Required Fees

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and

serving a copy of your answer to the Complaint on P. Craig Grinstead

Plaintiff's

attorney, whose address is 44 N. Second St., Ste.# 400, Memphis TN 38103

telephone 901-729-7168

within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

TEMIKA D. GIPSON, Clerk / DONNA RUSSELL, Clerk and Master

TESTED AND ISSUED _____ By _____, D.C.

TO THE DEFENDANT:

NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

FOR AMERICANS WITH DISABILITIES ACT (ADA) ASSISTANCE ONLY, CALL (901) 222-2341

I, TEMIKA D. GIPSON / DONNA RUSSELL, Clerk of the Court, Shelby County, Tennessee, certify this to be a true and accurate copy as filed this

20__

TEMIKA D. GIPSON, Clerk / DONNA RUSSELL, Clerk and Master By: _____, D.C.

RETURN OF SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M. a copy of the summons

and a copy of the Complaint to the following Defendant _____

at _____

Signature of person accepting service

By: _____
Sheriff or other authorized person to serve process

RETURN OF NON-SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE NOT SERVED THE WITHIN SUMMONS:

To the named Defendant _____

because _____ is (are) not to be found in this County after diligent search and inquiry for the following

reason(s): _____

This _____ day of _____, 20____.

By: _____
Sheriff or other authorized person to serve process



The Shelby County, Tennessee Circuit Court

Case Style: LABERTHA MILTON VS DELVIN RUSSELL

Case Number: CT-1944-19

Type: SUMMONS ISSD TO SHELBY SHRF

Ms Sheri C Carter, DC

Electronically signed on 05/02/2019 08:12:22 AM

(CIRCUIT/CHANCERY) COURT OF TENNESSEE
 140 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103
 FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

ELECTRONICALLY FILED
 2019 May 01 6:43 PM
 CLERK OF COURT

SUMMONS IN CIVIL ACTION

Docket No. _____

☒ Lawsuit
☐ Divorce

Ad Damnum \$ _____

LABERTHA MILTON

DEVIN RUSSELL and
 LYFT, INC.

VS

Plaintiff(s)

Defendant(s)

TO: (Name and Address of Defendant (One defendant per summons))

CT Corporation o/b/o LYFT, INC.
 300 Montvue Rd.
 Knoxville, TN 37919

Method of Service:

- ☐ Certified Mail
☐ Shelby County Sheriff
☐ Commissioner of Insurance (\$)
☐ Secretary of State (\$)
☐ Other TN County Sheriff (\$)
☐ Private Process Server
☐ Other

(\$ Attach Required Fees

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and
 serving a copy of your answer to the Complaint on P. Craig Grinstead

Plaintiff's

attorney, whose address is 44 N. Second St., Ste.# 400, Memphis TN 38103

telephone 901-729-7168

within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

TEMIKA D. GIPSON, Clerk / DONNA RUSSELL, Clerk and Master

TESTED AND ISSUED _____ By _____, D.C.

TO THE DEFENDANT:

NOTICE; Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

FOR AMERICANS WITH DISABILITIES ACT (ADA) ASSISTANCE ONLY, CALL (901) 222-2341

I, TEMIKA D. GIPSON / DONNA RUSSELL, Clerk of the Court, Shelby County, Tennessee, certify this to be a true and accurate copy as filed this

20__

TEMIKA D. GIPSON, Clerk / DONNA RUSSELL, Clerk and Master By: _____, D.C.

RETURN OF SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M. a copy of the summons
and a copy of the Complaint to the following Defendant _____
at _____

Signature of person accepting service

By: _____
Sheriff or other authorized person to serve process

RETURN OF NON-SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE NOT SERVED THE WITHIN SUMMONS:

To the named Defendant _____
because _____ is (are) not to be found in this County after diligent search and inquiry for the following
reason(s): _____

This _____ day of _____, 20_____.

By: _____
Sheriff or other authorized person to serve process



The Shelby County, Tennessee Circuit Court

Case Style: LABERTHA MILTON VS DELVIN RUSSELL

Case Number: CT-1944-19

Type: SUMMONS ISSD TO MISC

A small circular seal is positioned to the left of a handwritten signature in black ink. The signature appears to read "S. Carter".

Ms Sheri C Carter, DC

Electronically signed on 05/02/2019 08:12:22 AM

2 (mc)

IN THE CIRCUIT/CHANCERY COURT OF SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICAL DISTRICT AT MEMPHIS

LABERTHA MILTON,

Plaintiff,

v.

DELVIN RUSSELL and,
LYFT, INC.

Defendants.

)
)
) Case No. CT1944-19
) JURY DEMANDED
)
)
)
)
)
)

FILED

JUN - 7 2019

CIRCUIT COURT CLERK
BY *[Signature]* D.C.

NOTICE OF APPEARANCE

COME NOW the undersigned counsel and hereby give notice of their appearance on behalf of Lyft, Inc. in the above entitled action. All further notices and copies of pleadings, papers and other materials relevant to this action should be directed to and served upon said attorney. This Notice of Appearance is made without waiver of, and with specific reservation of all defenses set out under Rule 12 of the Tennessee Rules of Civil Procedure.

Respectfully Submitted,

CARLOCK, COPELAND & STAIR, LLP

Angela C. Kopet

ANGELA CIRINA KOPET; BPR 017921

MOLLY A. SIMBECK; BPR 036204

920 McCallie Avenue

Chattanooga, TN 37403

Phone: 423-713-7075

Fax: 423-648-2283



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of this pleading has been served upon counsel for the Plaintiff by placing a true and exact copy of said pleading in the United States Mail with sufficient postage thereupon to carry the same to its destination, addressed as follows:

R. Craig Grinstead, Esq.
The Grinstead Law Firm, PLLC
44 N. Second St., Suite 400
Memphis, TN 38103
Phone: (901) 729-7168
Fax: (901) 729-7321
Attorney for Plaintiff

James E. King, Jr., Esq.
Eskins, King & Marney, PC
200 Jefferson
15th Floor
Memphis, TN 38103
Phone: (901) 578-6902
Fax: (901) 578-8690
Attorney for Plaintiff

This 29th day of May, 2019

CARLOCK, COPELAND & STAIR, LLP

Apr C. Kopet

IN THE CIRCUIT/CHANCERY COURT FOR SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

LABERTHA MILTON,

Plaintiff,

VS.

DELVIN RUSSELL and LYFT, INC.,

Defendants.

))))))))))

Docket No. CT1944-19

JURY DEMANDED

ANSWER OF DELVIN RUSSELL

COMES NOW Defendant DELVIN RUSSELL (Defendant”), and in answer to the Complaint of the Plaintiff denies and alleges as follows:

FIRST DEFENSE

Pursuant to Rule 12 of the Tennessee Rules of Civil Procedure, Plaintiff's Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

Plaintiff's alleged damages were not proximately caused by this Defendant. The injuries and damages complained of by Plaintiff were caused by parties, entities and/or circumstances, including Plaintiff in instructing this Defendant to suddenly turn, beyond the control of this Defendant. Consequently, there cannot be any recovery against this Defendant.

THIRD DEFENSE

This answering Defendant alleges that Plaintiff has failed to mitigate her damages, if any, and that said failure to mitigate has proximately caused or contributed to the matters complained of and the damages alleged in the Complaint, if any. Therefore, the amount of damages to which



Plaintiff is entitled, if any, should be reduced by the amount of damages which would have otherwise been mitigated.

FOURTH DEFENSE

Based on the allegations contained in Plaintiff's Complaint, and to avoid waiver, Defendant would allege that the injuries and damages alleged by Plaintiff, if any, were proximately caused by the negligence, recklessness, or intentional conduct of Plaintiff in instructing this Defendant to suddenly turn, Michael Pate in speeding and failing to avoid an accident, and possibly other persons and/or entities for which this Defendant is not responsible; and thus, this answering Defendant is entitled to an allocation of such negligent, reckless and intentional conduct amongst these individuals/entities, conduct which this answering Defendant denies. Thus, if any liability is found against this answering Defendant, judgment should be assessed against this answering Defendant only to the extent that it represents the proportionate percentage by which this answering Defendant's acts and/or omissions contributed to Plaintiff's injuries, if any.

FIFTH DEFENSE

The incident described in the Plaintiff's Complaint, and all resulting damage and injury, if any, were the result of unavoidable consequences as far as this answering Defendant is concerned.

SIXTH DEFENSE

In the event this Defendant is found liable, this Defendant is entitled to indemnification and/or contribution from any person or entity whose negligence proximately contributed to the incident forming the basis of the Complaint and/or the resulting injuries and damages, if any.

SEVENTH DEFENSE

Defendant would allege that Plaintiff cannot prove any facts showing that the conduct of this answering Defendant was the cause in fact of any alleged injuries or damages suffered by Plaintiff as alleged in the Complaint.

EIGHTH DEFENSE

Defendant would allege that Plaintiff cannot prove any facts showing that the conduct of this answering Defendant was the proximate cause of any injuries or damages as alleged in the Complaint.

NINTH DEFENSE

Defendant asserts that Plaintiff is held to the terms of the Lyft Terms of Service that she consented to when she requested her ride from Lyft; this includes, but is not limited to, Section 17 outlining Plaintiff's agreement to binding arbitration.

TENTH DEFENSE

Although Defendant denies any and all wrongdoing, Defendant relies on any caps for damages as to the maximum amount of compensatory damages applicable against it.

ELEVENTH DEFENSE

This answering Defendant presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unknown, Affirmative Defenses or other defenses. This answering Defendant reserves herein the right to assert additional Affirmative Defenses and other defenses in the event discovery indicates it would be appropriate.

RESPONSES TO SPECIFIC ALLEGATIONS

Subject to and without waiving the foregoing defenses, this Defendant responds to the specific allegations of Plaintiff's Complaint as follows:

1. This Defendant is without information to form a belief as to the allegations contained in Paragraph 1 of Plaintiff's Complaint; thus, these allegations are denied and strict proof of same is requested.

2. This Defendant denies the allegations contained in Paragraph 2 of Plaintiff's Complaint.

3. Upon information and belief, this Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. This Defendant admits that a collision occurred on or about the date stated in Shelby County, Tennessee. This Defendant is without information to form a belief as to the allegations of damages and losses allegedly sustained by Plaintiff; thus, the allegations contained in Paragraph 4 of the Plaintiff's Complaint are denied and strict proof of same is requested. Defendant denies he was negligent as alleged.

5. Upon information and belief, this Defendant admits this Court may have jurisdiction and be a proper venue but denies it is the only Court that may have jurisdiction and be a proper venue.

6. In response to Paragraph 6 of Plaintiff's Complaint, Defendant admits that Plaintiff was a passenger in the car driven by this Defendant on or about the date stated. This Defendant denies the remaining allegations contained in Paragraph 6 of the Plaintiff's Complaint. Defendant Lyft did not hire, control, or employ this Defendant. Rather, at the time of the alleged incident, this Defendant was an independent contractor who used the Lyft

application, website, and technology platform (collectively, “platform” or “Lyft platform”) to connect with other platform users looking for a ride pursuant to Lyft’s Terms of Service.

7. This Defendant denies the allegations contained in Paragraph 7 of Plaintiff’s Complaint as stated.

8. Paragraph 8 of Plaintiff’s Complaint does not require a response. To the extent a response is required, Defendant re-alleges and incorporates by reference his responses to each Paragraph above as if set forth verbatim.

9. This Defendant denies the allegations contained in Paragraph 9 of the Complaint as stated.

10. This Defendant denies the allegations contained in Paragraph 10 of the Complaint as stated.

11. This Defendant denies the allegations contained in Paragraph 11 of the Complaint as stated.

12. Denied. Defendant Lyft did not hire, control, or employ this Defendant. Rather, at the time of the alleged incident, this Defendant was an independent contractor who used the Lyft platform at his discretion to connect with other Lyft platform users looking for a ride pursuant to Lyft’s Terms of Service. Defendant denies he was negligent as alleged.

13. This Defendant denies the allegations contained in Paragraph 13 of Plaintiff’s Complaint as stated.

14. This Defendant is without information to form a belief as to the allegations of damages and losses allegedly sustained by Plaintiff; thus, the allegations contained in Paragraph 14 of the Plaintiff’s Complaint are denied and strict proof of same is requested. This Defendant further denies he was negligent as alleged, and that the presumption of necessity and

reasonableness applies to the medical bills attached to Plaintiff's Complaint pursuant to T.C.A. Section 24-5-113(b).

15. This Defendant is without information to form a belief as to the allegations of damages and losses allegedly sustained by Plaintiff; thus, the allegations contained in Paragraph 15 of the Plaintiff's Complaint are denied and strict proof of same is requested.

16. To the extent a response is required, this Defendant denies any allegations set forth in the WHEREFORE paragraph of Plaintiff's Complaint.

17. Any and all allegations not heretofore admitted, denied or explained, are now denied as if specifically denied herein.

WHEREFORE, this Defendant respectfully prays for judgment as follows:

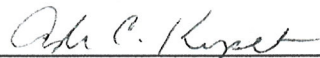
1. That Plaintiff takes nothing by way of her Complaint;
2. That this Defendant has judgment for costs of suit incurred herein; and
3. For such other and further relief as the Court may deem just and proper.

Defendant also requests a JURY OF TWELVE be empaneled to try the issues of this cause.

This 3rd day of July, 2019.

Respectfully Submitted,

CARLOCK, COPELAND & STAIR, LLP



ANGELA CIRINA KOPET; BPR 017921
MOLLY A. SIMBECK; BPR 036204
920 McCallie Avenue
Chattanooga, TN 37403
Phone: 423-713-7075
Fax: 423-648-2283

CERTIFICATE OF SERVICE


The undersigned hereby certifies that a true and exact copy of this pleading has been served upon counsel of record by placing a true and exact copy of said pleading in the United States Mail with sufficient postage thereupon to carry the same to its destination, addressed as follows:

P. Craig Grinstead
44 N. Second St., Suite 400
Memphis, TN 38103
Phone: 901-729-7168
Cgrinstead@grinsteadlaw.org
Attorneys for Plaintiff

James E. King, Jr.
200 Jefferson
15th Floor
Memphis, TN 38103
Phone: 901-578-6902
Jking@eskinking.com
Attorneys for Plaintiff

This 3rd day of July, 2019.

CARLOCK, COPELAND & STAIR, LLP



IN THE CIRCUIT/CHANCERY COURT FOR SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

LABERTHA MILTON,

Plaintiff,

VS.

DELVIN RUSSELL and LYFT, INC.,

Defendants.

[illegible]

Docket No. CT1944-19

JURY DEMANDED

ANSWER OF LYFT, INC.

COMES NOW Defendant LYFT, INC. (Defendant”), and in answer to the Complaint of the Plaintiff denies and alleges as follows:

FIRST DEFENSE

Pursuant to Rule 12 of the Tennessee Rules of Civil Procedure, Plaintiff's Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

Plaintiff's alleged damages were not proximately caused by this Defendant. The injuries and damages complained of by Plaintiff were caused by parties, entities and/or circumstances, including Plaintiff in instructing Defendant Russell to suddenly turn, beyond the control of this Defendant. Consequently, there cannot be any recovery against this Defendant.

THIRD DEFENSE

This answering Defendant alleges that Plaintiff has failed to mitigate her damages, if any, and that said failure to mitigate has proximately caused or contributed to the matters complained of and the damages alleged in the Complaint, if any. Therefore, the amount of damages to which



Plaintiff is entitled, if any, should be reduced by the amount of damages which would have otherwise been mitigated.

FOURTH DEFENSE

Based on the allegations contained in Plaintiff's Complaint, and to avoid waiver, Defendant would allege that the injuries and damages alleged by Plaintiff, if any, were proximately caused by the negligence, recklessness, or intentional conduct of Plaintiff in instructing Defendant Russell to suddenly turn, Micahel Pate in speeding and failing to avoid an accident, and possibly other persons and/or entities for which this Defendant is not responsible; and thus, this answering Defendant is entitled to an allocation of such negligent, reckless and intentional conduct amongst these individuals/entities, conduct which this answering Defendant denies. Thus, if any liability is found against this answering Defendant, judgment should be assessed against this answering Defendant only to the extent that it represents the proportionate percentage by which this answering Defendant's acts and/or omissions contributed to Plaintiff's injuries, if any.

FIFTH DEFENSE

The incident described in the Plaintiff's Complaint, and all resulting damage and injury, if any, were the result of unavoidable consequences as far as this answering Defendant is concerned.

SIXTH DEFENSE

In the event this Defendant is found liable, this Defendant is entitled to indemnification and/or contribution from any person or entity whose negligence proximately contributed to the incident forming the basis of the Complaint and/or the resulting injuries and damages, if any.

SEVENTH DEFENSE

Defendant would allege that Plaintiff cannot prove any facts showing that the conduct of this answering Defendant was the cause in fact of any alleged injuries or damages suffered by Plaintiff as alleged in the Complaint.

EIGHTH DEFENSE

Defendant would allege that Plaintiff cannot prove any facts showing that the conduct of this answering Defendant was the proximate cause of any injuries or damages as alleged in the Complaint.

NINTH DEFENSE

Defendant asserts that Plaintiff is held to the terms of the Lyft Terms of Service that she consented to when she requested her ride from Lyft; this includes, but is not limited to, Section 17 outlining Plaintiff's agreement to binding arbitration.

TENTH DEFENSE

Although Defendant denies any and all wrongdoing, Defendant relies on any caps for damages as to the maximum amount of compensatory damages applicable against it.

ELEVENTH DEFENSE

This answering Defendant presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unknown, Affirmative Defenses or other defenses. This answering Defendant reserves herein the right to assert additional Affirmative Defenses and other defenses in the event discovery indicates it would be appropriate.

RESPONSES TO SPECIFIC ALLEGATIONS

Subject to and without waiving the foregoing defenses, this Defendant responds to the specific allegations of Plaintiff's Complaint as follows:

1. This Defendant is without information to form a belief as to the allegations contained in Paragraph 1 of Plaintiff's Complaint; thus, these allegations are denied and strict proof of same is requested.
2. Upon information and belief, this Defendant denies the allegations contained in Paragraph 2 of Plaintiff's Complaint.
3. This Defendant admits the allegations contained in Paragraph 3 of Plaintiff's Complaint.
4. Upon information and belief, this Defendant admits that a collision occurred on or about the date stated in Shelby County, Tennessee. This Defendant is without information to form a belief as to the allegations of damages and losses allegedly sustained by Plaintiff; thus, the allegations contained in Paragraph 4 of the Plaintiff's Complaint are denied and strict proof of same is requested. This Defendant denies any negligence.
5. Upon information and belief, this Defendant admits this Court may have jurisdiction and be a proper venue, but denies it is the only Court that may have jurisdiction and be a proper venue.
6. In response to Paragraph 6 of Plaintiff's Complaint, Defendant admits that Plaintiff was a passenger in the car driven by Defendant Russell on or about the date stated. This Defendant denies the remaining allegations contained in Paragraph 6 of the Plaintiff's Complaint. This Defendant did not hire, control, or employ Defendant Russell. Rather, at the time of the alleged incident, Defendant Russell was an independent contractor who used the Lyft

application, website, and technology platform (collectively, “platform” or “Lyft platform”) to connect with other platform users looking for a ride pursuant to Lyft’s Terms of Service.

7. This Defendant denies the allegations contained in Paragraph 7 of Plaintiff’s Complaint.

8. Paragraph 8 of Plaintiff’s Complaint does not require a response. To the extent a response is required, Defendant re-alleges and incorporates by reference its responses to each Paragraph above as if set forth verbatim.

9. Paragraph 9 of Plaintiff’s Complaint is not directed at this Defendant. To the extent a response is required, upon information and belief, this Defendant denies the allegations contained in Paragraph 9 of the Complaint as stated.

10. Paragraph 10 of Plaintiff’s Complaint is not directed at this Defendant. To the extent a response is required, upon information and belief, this Defendant denies the allegations contained in Paragraph 10 of the Complaint as stated.

11. Paragraph 11 of Plaintiff’s Complaint is not directed at this Defendant. To the extent a response is required, upon information and belief, this Defendant denies the allegations contained in Paragraph 11 of the Complaint as stated.

12. Denied. Defendant Lyft did not hire, control, or employ this Defendant. Rather, at the time of the alleged incident, this Defendant was an independent contractor who used the Lyft platform at his discretion to connect with other Lyft platform users looking for a ride pursuant to Lyft’s Terms of Service.

13. This Defendant denies the allegations contained in Paragraph 13 of Plaintiff’s Complaint as stated.

14. This Defendant is without information to form a belief as to the allegations of damages and losses allegedly sustained by Plaintiff; thus, the allegations contained in Paragraph 14 of the Plaintiff's Complaint are denied and strict proof of same is requested. This Defendant further denies it was negligent and that the presumption of necessity and reasonableness applies to the medical bills attached to Plaintiff's Complaint pursuant to T.C.A. Section 24-5-113(b).

15. This Defendant is without information to form a belief as to the allegations of damages and losses allegedly sustained by Plaintiff; thus, the allegations contained in Paragraph 15 of the Plaintiff's Complaint are denied and strict proof of same is requested.

16. To the extent a response is required, this Defendant denies any allegations set forth in the WHEREFORE paragraph of Plaintiff's Complaint.

17. Any and all allegations not heretofore admitted, denied or explained, are now denied as if specifically denied herein.

WHEREFORE, this Defendant respectfully prays for judgment as follows:

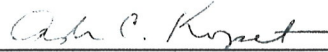
1. That Plaintiff takes nothing by way of her Complaint;
2. That this Defendant has judgment for costs of suit incurred herein; and
3. For such other and further relief as the Court may deem just and proper.

Defendant also requests a JURY OF TWELVE be empaneled to try the issues of this cause.

This 3rd day of July, 2019.

Respectfully Submitted,

CARLOCK, COPELAND & STAIR, LLP



ANGELA CIRINA KOPET; BPR 017921

MOLLY A. SIMBECK; BPR 036204

920 McCallie Avenue

Chattanooga, TN 37403

Phone: 423-713-7075

Fax: 423-648-2283

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of this pleading has been served upon counsel of record by placing a true and exact copy of said pleading in the United States Mail with sufficient postage thereupon to carry the same to its destination, addressed as follows:

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This 3rd day of July, 2019.

CARLOCK, COPELAND & STAIR, LLP

